

## Smartmi Malaysia Ong Mari Ong Campaign: Terms & Conditions

The **Smartmi Malaysia Ong Mari Ong** is an online campaign organized by Smartmi Malaysia (hereafter known as “The Organiser”). It will run from 5<sup>th</sup> January 2023 – 28<sup>th</sup> January 2023

### Eligibility

1. This campaign is open to Malaysians who are residing in Malaysia only.
2. Eligible participants under the age of 18 are required to obtain parental consent prior to participation in the campaign. By participating in this campaign, such consent is deemed to have been obtained. For such participants, The Organiser considers it the responsibility of the parents and/ or guardians to monitor the participants.
3. The persons, companies or organisations as stated below are not eligible to participate in this campaign
  - employees of The Organiser, and all of their respective immediate family members.
  - employees of The Organiser’s parent companies, divisions, subsidiaries and their respective immediate family members.
  - employees of The Organiser’s affiliates, trustees, advertising and promotion agencies, public relations agencies and their respective immediate family members.
4. For the purposes of this campaign, "immediate family members" is defined as spouse, domestic partner, mother, father, grandmother, grandfather, children, siblings and their spouses.

### Details about the Campaign:

The campaign will be done in four stages – Participant requirement submission, confirmation of the submission completion, shortlisting of ‘The most creative Chinese New Year greeting’ under the comment section, and winner announcement.

1. The submission stage will be held from 5<sup>th</sup> January 2023 – 28<sup>th</sup> January 2023. Participants who successfully follow Smartmi Malaysia Facebook & Instagram page, write a most creative Chinese New Year greeting, tag THREE (3) friends in the post’s comment, share this post to feed, and hashtag #ongmarionsmartmi #smartmimalaysia during this period will be entertained. Late or incomplete submissions will automatically be dismissed.
2. Upon the closing of the submission period, the submissions will be compiled and confirmed by the judges – comprising of representatives from The Organiser and its agency. The decisions made by the judges are final.

3. The judges will then shortlist participants who have completed the participation requirements and pick EIGHT (8) winners for the Smartmi Malaysia Ong Mari Ong campaign based on The Organiser's definition of 'The most creative Chinese New Year greeting' in the post's comment section. The winner will be announced on the 31<sup>st</sup> January 2023.

4. The penultimate winner will win ONE (1) Smartmi VortexWave Robot Vacuum Cleaner, second place winner will win ONE (1) Smartmi Air Purifier 2, third place winner will win ONE (1) Smartmi Air Circulator Fan, and FIVE (5) runner-up winners will win ONE (1) Smartmi Air Purifier P1 with ONE (1) Extra Filter each.

5. The Organiser will reach out to the EIGHT (8) winners via Facebook Messenger to obtain the shipping details. The winner spot will only be valid for SEVEN (7) days after the winner has been notified, if the participants did not respond to The Organiser's message, the winner spot will be handed down to the next subsequent winner.

## **Prizes**

1. The first of the EIGHT (8) winners will bring home ONE (1) Smartmi VortexWave Robot Vacuum Cleaner, second place winner will bring home ONE (1) Smartmi Air Purifier 2, third place winner will bring home ONE (1) Smartmi Air Circulator Fan, and FIVE (5) runner-up winners will bring home ONE (1) Smartmi Air Purifier P1 with ONE (1) Extra Filter each.

2. The Organiser reserves the right to forfeit the winner and select the next qualified participant as the winner if we become aware, or have any reason to suspect in our reasonable opinion, that a participant has (included, but not limited to) engage in conduct which impacts the fairness, integrity or proper conduct of this campaign.

3. The winners are to provide their home address and contact details for The Organiser to arrange a delivery for the prizes. We are not liable for any theft or loss of the prizes after being delivered to the winners.

4. All prizes are not exchangeable or transferable. The Organiser is at liberty to dispose of any unclaimed prizes at the end of 14 days.

## **Winner Notification**

1. Upon successful selection and announcement of winners via Smartmi Malaysia Facebook Page, The Organiser or its appointed agencies will attempt to contact the winners for personal details and prize shipping details.
2. The Organiser reserves the right to request written proof of IC Number and age of any campaign winner before the prize is scheduled for delivery. The Organiser reserves the right to forfeit the prize for the campaign winner if he/she does not provide the required details upon receiving the request/notification from The Organiser within the stipulated period.
3. The Organiser reserves the right to forfeit the prize for the campaign winner if he/she did not respond to The Organiser's message via Facebook Messenger within SEVEN (7) days after the winner has been notified.
4. The Organiser reserves the right to select the next qualified participant as a winner after 3 unsuccessful attempts to contact the selected winner.
5. The Organiser will not be held liable in the event selected winners are not contactable.

## **Liability and Responsibility**

1. Winners shall assume full responsibility in case of any accident, damage or claim resulting from the participation of this campaign and/or usage of the prize of this campaign.
2. By participating in the campaign, each participant agrees to release and hold The Organiser and its employees, officers, directors, shareholders, agents, representatives, parent companies affiliates, subsidiaries, licensees, advertising, promotion, and fulfillment agencies, and legal advisors, from any and all losses, damages, rights, claims and actions of any kind in connection with the campaign or resulting from acceptance, possession, use or misuse of the prize, or travel to or from any gift-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.
3. By entering the campaign, the eligible participant is deemed to have given The Organiser the exclusive right over such entry, and The Organiser shall reserve the right to use such entry for any further promotion that may be contemplated.

## **Rights of The Organiser**

1. Acceptance of prize constitutes permission to The Organiser and its agencies to use the winners' names, details and/or photographs for purposes of publicity, advertising and/or trade without further compensation or notice.
2. The Organiser reserves the right to disqualify the participant's submission in the event that The Organiser has reasonable grounds for believing that a selected participant has violated any of the terms mentioned.
3. The Organiser reserves the right to reject any entry at its sole and absolute discretion without having to assign any reasons whatsoever.
4. The Organiser's decision is final. No further correspondence or appeal will be entertained.
5. In the unlikely event prizes becomes unavailable, The Organiser reserves its respective right to substitute the prize with another of similar or higher value without prior notice. The prize is not transferable, non-refundable, and non-exchangeable for cash.
6. Entries received before and/or after the campaign period will be void. All entries become the sole property of The Organiser and will not be acknowledged.

## **Terms of Participation**

1. By participating in this campaign, participants fully and unconditionally agree to and accept the official Terms & Conditions as stated in this document and decisions of The Organiser and explicitly consents to her/his name and picture being published on the Internet (homepage and Facebook site of The Organiser), and possibly also in the print media of The Organiser in the event of winning.
2. By entering the campaign, the participant explicitly consents to The Organiser storing necessary personal data of the participant.
3. The Organiser wishes to point out that all personal data as per above will not be made available to third parties.
4. By joining this campaign, participants give The Organiser full consent to use the submitted photos howsoever deemed fit. The Organiser reserves the right to use the photos for future publicity and collaterals purposes.
5. The Organiser reserves the right to amend these Terms and Conditions without giving prior notice.

6. For further enquiries regarding this campaign, please send a private message to The Organiser's Facebook Page - <https://www.facebook.com/SmartmiMalaysia> .

### **Privacy Notice Under the Personal Data Protection Act 2010**

1. Your personal data is being processed by or on behalf of The Organiser.
2. Further, by submitting to this campaign, you hereby consent to the processing of your personal data by The Organiser in the manner as specified.
3. The Organiser shall be processing the personal data that you have provided such as your name, national identity card number, contact number, address, and any other information that has been requested from you in this campaign.
4. The Organiser will be processing your personal data, including any additional information you may subsequently provide, for the purposes of conducting this campaign, or for any future marketing campaigns or promotional efforts and contacting you (if necessary).
5. The personal data that you provide us may be disclosed to our service providers for the aforementioned purposes. You are responsible for ensuring that the personal data you provide us is accurate, complete and not misleading and that such personal data is kept up to date.
6. You may access and request for correction of your personal data and/or to limit the processing of your personal data, or make any enquiries or complaints in respect of your personal data, by messaging The Organiser's Facebook Page <https://www.facebook.com/SmartmiMalaysia> .